

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

In re:) Case No. 20-10334-TPA
JOSEPH M. THOMAS, M.D.,) Chapter 11
Debtor)
) Related to Doc. Nos. 470 and 482

**JOINT STIPULATION AND AGREED ORDER BY AND BETWEEN WELLS FARGO
BANK NATIONAL ASSOCIATION, THE OFFICIAL CREDITORS' COMMITTEE
FOR TRI-STATE PAIN INSTITUTE, LLC, TRI-STATE PAIN INSTITUTE, LLC, DR.
JOSEPH M. THOMAS., M.D., 2374 VILLAGE COMMON DRIVE, LLC, AND
GREATER ERIE SURGERY CENTER**

AND NOW, comes the Official Creditors' Committee ("Committee") for Tri-State Pain Institute, LLC, by and through the Committee's counsel, Knox McLaughlin Gornall & Sennett, P.C., Tri-State Pain Institute, LLC ("Tri-State"), by and through its counsel, Marsh Schaaf, LLP, Joseph M. Thomas, M.D. ("Dr. Thomas"), by and through his counsel, Quinn, Buseck, Leemhuis, Toohey, & Kroto, Inc., 2374 Village Common Drive, LLC ("2374"), by and through its counsel Quinn, Buseck, Leemhuis, Toohey, & Kroto, Inc., Greater Erie Surgery Center ("Greater Erie"), and Wells Fargo Bank National Association ("Wells Fargo"), by and through its counsel, Bernstein-Burkley, P.C. hereby file this Joint Stipulation and Agreed Order ("Stipulation") and state the following:

1. Subject to Court approval, the parties have conferred in good faith for purposes of reaching an agreement regarding the secured status of Wells Fargo following the sale of the 2374 Village Common Drive properties and the extent and value of the remaining assets in which Wells Fargo holds a valid security interest. The proposed terms are as follows:

- (a) This is a final stipulation.
- (b) Within five (5) business days of this Court's approval of this Stipulation, Greater Erie, the affiliated, non-Debtor entity, Tri-State, and/or 2374 will pay Wells Fargo the sum of \$200,000 made payable via certified check or wire transfer to "Wells Fargo National Association."
- (c) Per this Court's Orders dated June 23, 2021 (Doc. No. 628) and June 24, 2021 (Doc No. 631), Tri-State will continue to pay Wells Fargo \$5,000 a month until this Stipulation is approved, at which time the payments shall cease.
- (d) Within fifteen (15) business days of confirmation of Tri-State's Plan of Reorganization ("Plan"), Greater Erie, Tri-State, and/or 2374 will pay Wells Fargo a combined amount of \$400,000 made payable via certified check or wire transfers to "Wells Fargo National Association".
- (e) Tri-State will pay Wells Fargo the sum of \$650,000 pursuant to the terms of a certain post-confirmation loan ("Wells Fargo Post-Confirmation Loan"), payable at 4.5% interest with a 10-year amortization and a 5-year balloon, and other standard loan terms. The Wells Fargo Post-Confirmation Loan shall be secured by a blanket lien on all of Tri-State's assets. The Post-Confirmation Loan Documents will be executed fully on or before the time of Tri-State's Plan confirmation order being final.

(f) Provided that Tri-State is not in default of any of the payment terms of the Wells Fargo Post-Confirmation Loan documents, if, on or before January 15, 2023, Tri-State pays Wells Fargo the sum of \$450,000 in principal payments, the Wells Fargo Post-Confirmation Loan will be deemed satisfied regardless of the amounts to be set forth in Wells Fargo's amended proof of claim.

(g) Provided that Tri-State is not in default of any of the payment terms of the Wells Fargo Post-Confirmation Loan documents, if, on or before December 15, 2023, Tri-State pays Wells-Fargo the sum of \$500,000 in principal payments, the Wells Fargo Post-Confirmation Loan will be deemed satisfied regardless of the amounts to be set forth in Wells Fargo's amended proof of claim.

(h) Provided that Tri-State is not in default of any of the payment terms of the Wells Fargo Post-Confirmation Loan documents, if, on or before November 15, 2024, Tri-State pays Wells-Fargo the sum of \$550,000 in principal payments, the Wells Fargo Post-Confirmation Loan will be deemed satisfied regardless of the amounts to be set forth in Wells Fargo's amended proof of claim.

(i) Wells Fargo will waive any unsecured claim against Tri-State. This Stipulation shall not affect any unsecured claim of Wells Fargo against Dr. Thomas. Wells Fargo will continue to hold an unsecured claim against Dr. Thomas' estate.

(j) Dr. Thomas' individual Chapter 11 Plan shall provide that:

- (i) Wells Fargo shall be paid its pro rata share of any distribution to the unsecured creditors;
- (ii) The amount paid to Wells Fargo shall be at least \$50,000 regardless of the amount paid to the other unsecured creditors;
- (iii) In the event that the Dr. Thomas case is dismissed, Dr. Thomas agrees to pay \$50,000 to Wells Fargo to be amortized and paid without interest prior to the fifth (5th) anniversary of the date this

Stipulation is approved with credit for any amounts paid to Wells Fargo on its unsecured claim prior to dismissal; and

(iv) In the event that this case is converted to Chapter 7, Wells Fargo shall only receive its pro rata share of any distribution to the unsecured creditors at large.

(k) Wells Fargo will amend its Proof of Claim in the Tri-State and Dr. Thomas cases, which shall provide the accounting of its outstanding claim as requested by Attorney Skiba, including credit for all payments received from any source.

(l) Upon Greater Erie's surrender and Wells Fargo's ultimate sale of the Greater Erie equipment that remains in the former Tri-State building located at 2374 Village Common Drive, Erie, PA (the "Greater Erie Residual Equipment), Wells Fargo shall provide Tri-State with a \$15,000 credit against the principal of the Wells-Fargo Post-Confirmation Loan.

(m) The Greater Erie C-arms will be assigned to Tri-State and be subject to Wells Fargo's security interest until the Wells Fargo Post-Confirmation Loan is paid in full.

(n) Wells Fargo will vote in favor of the Tri-State and Dr. Thomas Plans of Reorganization provided that Tri-State, Greater Erie, 2374, and Dr. Thomas are not in breach of any payment terms of this Stipulation.

(o) The terms of this Stipulation will be incorporated in their entirety into the Tri-State and Dr. Thomas Plans of Reorganization.

(p) Upon the payment of the \$200,000 and \$400,000 referenced in Paragraph (1)(b) and (1)(d) above, Wells Fargo will release Greater Erie as a co-borrower and/or guarantor on any and all debt owed to Wells Fargo.

2. Upon payment of the amounts set forth above, Wells Fargo shall be paid in full and have no further claim against Tri-State, Dr. Thomas, 2374, or Greater Erie.

3. The parties agree to sign any and all documents necessary to implement the foregoing.

STIPULATED TO BY:

/s/ Gary V. Skiba
Gary V. Skiba, Esquire
PA ID No. 18153
300 State Street, Suite 300
Erie, PA 16507
814-456-5301
gskiba@marshlaw.com
Attorney for Tri-State Pain Institute, LLC

/s/ Michael P. Kruszewski
Michael P. Kruszewski, Esquire
PA ID No. 91239
The Quinn Law Firm
2222 West Grandview Boulevard
Erie, PA 16506
814-833-2222
mkruszewski@quinnfirm.com
Attorney for Joseph M. Thomas, M.D. and
2374 Village Common Drive, LLC

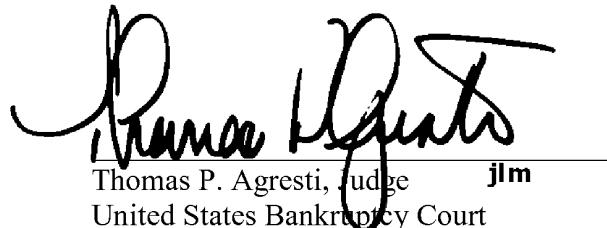
/s/ Guy C. Fustine
Guy C. Fustine
PA I.D. No. 37543
Knox McLaughlin Gornall & Sennett, P.C.
120 West Tenth Street
Erie, PA 16501-1461
814-459-2800
gfustine@kmgslaw.com
Attorneys for the Official Committee of
Unsecured Creditors for Tri-State Pain Institute,
LLC
WELLS FARGO BANK NATIONAL
ASSOCIATION

/s/ Gary Eiben
Gary Eiben, Esquire
PA ID No. 26375
MacDonald Illig Jones & Britton, LLP
100 State Street, Suite 700
Erie, PA 16507
814-870-7664
geiben@mijb.com
*With special authorization from Greater Erie
Surgery Center*

By: /s/ Harry Greenfield
Salene R.M. Kraemer, Esquire
PA ID No. 86422
Harry Greenfield
OH ID No. 0003839
Bernstein Burkley
707 Grant Street, Suite 2200
Pittsburgh, PA 15219
412-456-8100
skraemer@bernsteinlaw.com

SO ORDERED

Dated: August 20, 2021



Thomas P. Agresti, Judge jlm
United States Bankruptcy Court

In re:
Joseph Martin Thomas
Debtor

Case No. 20-10334-TPA
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0315-1

User: lfin

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Date Rcvd: Aug 20, 2021

Form ID: pdf900

Total Noticed: 2

The following symbols are used throughout this certificate:

Symbol

Definition

- + Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 22, 2021:

Recip ID	Recipient Name and Address
db	+ Joseph Martin Thomas, c/o Tri-State Pain Institute, 5442 Peach Street, Erie, PA 16509-2602
sp	+ Gary Eiben, MacDonald Illig Jones & Britton, LLP, 100 State St., Ste. 700, Erie, PA 16507-1459

TOTAL: 2

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 22, 2021

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 20, 2021 at the address(es) listed below:

Name	Email Address
Andrew F Gornall	on behalf of Interested Party Barbara Noonan agornall@gornall-law.com
Ashley Mulryan	on behalf of Creditor Official Committee of Unsecured Creditors for Tri-State Pain Institute LLC amulryan@kmglaw.com
Brian Nicholas	on behalf of Creditor PNC BANK NATIONAL ASSOCIATION bnicholas@kmllawgroup.com
Crystal H. Thornton-Illar	on behalf of Creditor The Kada Gallery cThornton-Illar@leechtishman.com bankruptcy@leechtishman.com;mproden@leechtishman.com;thornton-illarcr81012@notify.bestcase.com
Gary V. Skiba	on behalf of Interested Party Tri-State Pain Institute LLC gskiba@marshlaw.com, DGeniesse@marshlaw.com;rose227@hotmail.com

District/off: 0315-1

User: lfin

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Date Recd: Aug 20, 2021

Form ID: pdf900

Total Noticed: 2

Guy C. Fustine

on behalf of Creditor Official Committee of Unsecured Creditors for Tri-State Pain Institute LLC mwernicki@kmgslaw.com, knoxbank@hotmail.com, burban@kmgslaw.com, amulryan@kmgslaw.com

Harry W. Greenfield

on behalf of Creditor WELLS FARGO BANK N.A. hgreenfield@bersteinlaw.com, lyoung@bersteinlaw.com

Jill Locnikar

on behalf of Creditor United States of America Department of the Treasury Internal Revenue Service jill.locnikar@usdoj.gov, patricia.fitzgerald@usdoj.gov; caseview.ecf@usdoj.gov; kassi.horton@usdoj.gov

Jill Locnikar

on behalf of Creditor United States of America Small Business Administration jill.locnikar@usdoj.gov, patricia.fitzgerald@usdoj.gov; caseview.ecf@usdoj.gov; kassi.horton@usdoj.gov

Lauren Michaels

on behalf of Creditor Office of Attorney General Department of Revenue lmichaels@attorneygeneral.gov

Maria Miksich

on behalf of Creditor PNC BANK NATIONAL ASSOCIATION mmiksich@kmllawgroup.com

Maribeth Thomas

on behalf of Creditor Ally Bank mthomas@tuckerlaw.com maribeth.thomas@gmail.com, jrusnack@tuckerlaw.com

Mark G. Claypool

on behalf of Creditor Ally Bank serviced by Ally Servicing LLC mclaypool@kmgslaw.com knoxbank@hotmail.com; chartle@kmgslaw.com; aklus@kmgslaw.com

Michael F.J. Romano

on behalf of Interested Party TIAA Commercial Finance Inc. mromano@rgalegal.com, tyowell@rgalegal.com; jromano@rgalegal.com

Michael F.J. Romano

on behalf of Creditor TIAA Commercial Finance Inc. mromano@rgalegal.com, tyowell@rgalegal.com; jromano@rgalegal.com

Michael P. Kruszewski

on behalf of Debtor 2374 Village Common Drive LLC mkruszewski@quinnfirm.com knottingham@quinnfirm.com; mboni@quinnfirm.com; quinnbankruptcy@gmail.com; mmbquinnbankruptcy@gmail.com; mtrayer@quinnfirm.com; gbebko@quinnfirm.com; jiddings@quinnfirm.com

Michael P. Kruszewski

on behalf of Debtor Joseph Martin Thomas mkruszewski@quinnfirm.com knottingham@quinnfirm.com; mboni@quinnfirm.com; quinnbankruptcy@gmail.com; mmbquinnbankruptcy@gmail.com; mtrayer@quinnfirm.com; gbebko@quinnfirm.com; jiddings@quinnfirm.com

Norma Hildenbrand, on Behalf of the United States Trustee by

on behalf of U.S. Trustee Office of the United States Trustee Norma.L.Hildenbrand@usdoj.gov

Office of the United States Trustee

ustpregion03.pi.ecf@usdoj.gov

Ronald B. Roteman

on behalf of Creditor Steven E. Ribbing rroteman@stonecipherlaw.com kannarumo@stonecipherlaw.com

Ronald B. Roteman

on behalf of Creditor Kay B. Ribbing rroteman@stonecipherlaw.com kannarumo@stonecipherlaw.com

Salene R.M. Kraemer

on behalf of Creditor WELLS FARGO BANK N.A. skraemer@bersteinlaw.com, salene@ecf.courtdrive.com

TOTAL: 22